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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/544,423	04/06/2000	Daniel Joseph Ondrus	200-0500	7482

7590 01/29/2003

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EXAMINER

KOCH, GEORGE R

ART UNIT	PAPER NUMBER
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1734

DATE MAILED: 01/29/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/544,423

Applicant(s)

ONDRUS, DANIEL JOSEPH

Examiner

George R. Koch III

Art Unit

1734

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 02 January 2003.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 15-22 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 15-22 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on _____ is: a) ☐ approved b) ☐ disapproved by the Examiner.
- If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).
- a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

- 1) ☐ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) _____
- 4) ☐ Interview Summary (PTO-413) Paper No(s) _____
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other:

DETAILED ACTION

Continued Prosecution Application

1. The request filed on 1-2-2003 for a Continued Prosecution Application (CPA) under 37 CFR 1.53(d) based on parent Application No. 09/544,423 is acceptable and a CPA has been established. An action on the CPA follows.

Claim Rejections - 35 USC § 112

2. The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

3. Claims 15-22 are rejected under 35 U.S.C. 112, first paragraph, as containing subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention.

- a. There is no "identifying" step disclosed in the specification. While applicant appears to intend for the presence of multiple joints to imply that an identifying step is required, the specification provides no support for such a step.
- b. There is no "determining" step disclosed in the specification. The passages applicants cites as support for a determining step appears to be a description of a single joint, with no "determining" being performed.
- c. There is no "consistently using" or "establishing standards" step disclosed.

Furthermore, specifically as to claim 16 and 21, the specification provides no support for a step of determining a coverage length - a coverage length is disclosed, but not a step of determining such a coverage length. Further, no "calculating said coverage percentage" is disclosed. A coverage percentage is disclosed, but not a step of calculating such a percentage.

Furthermore, specifically as to claim 18 and 22, the specification provides no support for a step of determining a coverage length or fillet length - a coverage length and fillet length is disclosed, but not a step of determining such a coverage length or fillet length. Further, no "calculating said coverage percentage" is disclosed. A coverage percentage is disclosed, but not a step of calculating such a percentage.

Claim Rejections - 35 USC § 102

4. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

5. Claims 15 and 16 are rejected under 35 U.S.C. 102(b) as being anticipated by US 4,759,489 to Pigott.

Pigott discloses an assembly line method (see column 3, lines 3-34) wherein a variety of joints are made by use of adhesive (see Fig. 4 and column 4, lines 53-64, see Fig. 17 and column 5, lines 1-10, and Fig. 19, columns 22-33). Pigott also discloses that the joints would be of use in vehicles such as automobile bodies (Abstract, line 1). An assembly line method by definition includes performing the same task in a substantially identical manner on multiple items on the assembly line. An assembly line bonding method inherently uses the same joint type (i.e., the identifying step), and would have predetermined adhesive coverages and would consistently use those predetermined coverages.

Furthermore, an assembly line method would have a predetermined coverage length, and the coverage percentage would be a predetermined percentage of the coverage length.

6. Claims 15, 16, and 17 are rejected under 35 U.S.C. 102(b) as being anticipated by US Patent 5,849,122 to Kenmochi.

Kenmochi discloses an assembly line method for making vehicle components wherein the joints are made substantially identical manner. As stated before, an assembly line method by definition includes performing the same task in a substantially identical manner on multiple items on the assembly line. An assembly line bonding method inherently uses the same joint type (i.e., the identifying step), and would have

Art Unit: 1734

predetermined adhesive coverages and would consistently use those predetermined coverages.

As to claim 16, Furthermore, an assembly line method would have a predetermined coverage length, and the coverage percentage would be a predetermined percentage of the coverage length.

As to claim 17, from Figures 2 and 3 the exemplary joint is clearly a lap joint.

Claim Rejections - 35 USC § 103

7. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

8. The factual inquiries set forth in *Graham v. John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

1. Determining the scope and contents of the prior art.
2. Ascertaining the differences between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

9. Claims 17-22 are rejected under 35 U.S.C. 103(a) as being unpatentable over US 4,759,489 to Pigott as applied to claim 15-16 above, and further in view of US 5,362,120 to Cornille.

Pigott does not disclose the specific bonds claimed, nor does Pigott disclose the percentage of the areas that are covered with adhesive.

Pigott also does not disclose using a fillet for bonding since Kenmochi does not disclose these joints.

Cornille discloses lap joints (Fig. 3), one half coach joints (Fig. 6) and coach joints (Fig. 5). These joints are also to be used in vehicle bodies (abstract, line 1). One of ordinary skill in the art would appreciate that the variety of joints presented would allow for a variety of attachment positions necessary for manufacturing the vehicles. Therefore, it would have been obvious to one of ordinary skill in the art at the time of invention to have incorporated the suggested joint of Cornille in the assembly line joint method of Pigott in order to join members and achieve the necessary shapes for manufacturing vehicles. Furthermore, as to claim 18, one desiring to use these joints with the assembly line method of Pigott would have a predetermined coverage length, a predetermined fillet length and the coverage percentage would be a predetermined percentage of the coverage length and fillet length.

Furthermore, with respect to the various adhesive coverage areas recited and claim, it is known that bond strength increases with adhesive coverage area, but that the risk of seepage also increases with adhesive coverage area. One of ordinary skill in the art would know to conduct routine experimentation in order to find the best coverage

area for creating the strongest bond without the risk of adhesive seepage that can damage the end product. Therefore, it would have been obvious to one of ordinary skill in the art at the time of invention to have conduct routine experimentation to achieve the coverage areas claimed in order to balance the twin demands of bond strength and reduced seepage.

10. Claims 18-22 are rejected under 35 U.S.C. 103(a) as being unpatentable over US 5,849,122 to Kenmochi as applied to claim 15-17 above, and further in view of US 5,362,120 to Cornille.

Kenmochi does not disclose the specific bonds claimed, nor does Kenmochi disclose the percentage of the areas that are covered with adhesive.

Kenmochi also does not disclose using a fillet for bonding since Kenmochi does not disclose these joints.

Cornille discloses one half coach joints (Fig. 6) and coach joints (Fig. 5). These joints are also to be used in vehicle bodies (abstract, line 1). One of ordinary skill in the art would appreciate that the variety of joints presented would allow for a variety of attachment positions necessary for manufacturing the vehicles. Therefore, it would have been obvious to one of ordinary skill in the art at the time of invention to have incorporated the suggested joint of Cornille in the assembly line joint method of Kenmochi in order to join members and achieve the necessary shapes for manufacturing vehicles. Furthermore, as to claim 18, one desiring to use these joints with the assembly line method of Kenmochi would have a predetermined coverage

length, a predetermined fillet length and the coverage percentage would be a predetermined percentage of the coverage length and fillet length.

Furthermore, with respect to the various adhesive coverage areas recited and claim, it is known that bond strength increases with adhesive coverage area, but that the risk of seepage also increases with adhesive coverage area. One of ordinary skill in the art would know to conduct routine experimentation in order to find the best coverage area for creating the strongest bond without the risk of adhesive seepage that can damage the end product. Therefore, it would have been obvious to one of ordinary skill in the art at the time of invention to have conduct routine experimentation to achieve the coverage areas claimed in order to balance the twin demands of bond strength and reduced seepage.

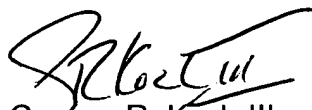
11. Any inquiry concerning this communication or earlier communications from the examiner should be directed to George R. Koch III whose telephone number is (703) 305-3435 (TDD only). If the applicant cannot make a direct TDD-to-TDD call, the applicant can communicate by calling the Federal Relay Service at 1-800-877-8339 and giving the operator the above TDD number. The examiner can normally be reached on M-Th 10-7.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Richard Crispino can be reached on (703) 308-3853. The fax phone numbers for the organization where this application or proceeding is assigned are (703)

Art Unit: 1734

305-7718 for regular communications and (703) 305-3599 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is (703) 308-0661.



George R. Koch III
January 27, 2003



RICHARD CRISPINO
SUPERVISORY PATENT EXAMINER
TECHNOLOGY CENTER 1700